



BRIAN ALLENDORFER CO., INC.
1240 North Central Park Ave.
Chicago, Illinois 60651-2213
Telephone 773-292-0600
Fax 773-292-0606
www.ballendorfer.com

March 16, 2021

2726 West Cortez Condominium Association
2726 West Cortez Street
Chicago, Illinois 60622-3419

RE: Roof Replacement – Unit 2
3-story Residential Building
2726 West Cortez Street
Chicago, Illinois 60622-3419

Thank you for your interest in Brian Allendorfer Company, Inc., and considering us for your project. We appreciate the trust you have placed in us. We're extremely proud to say that we have been contractors since 1885 - It has been our family tradition for 5 generations! In addition, we have been a consistently "A" rated company with the Better Business Bureau.

We look forward to working with you and are pleased to quote the following project:

Terrace Roof Replacement – Units 1 & 2:

1. Remove and dispose of the existing decking.
2. Remove all existing roofing down to the plywood roof sheathing.
3. Furnish and install .5" DensDeck Prime Roof Board over the plywood roof sheathing, secured with insulation screws and plates.
4. Furnish and install 4" fiber cant strip at the base of all parapet and transition walls, set in mastic.
5. Furnish and install one (1) ply of CertainTeed Black Diamond Self-Adhering SBS modified bitumen membrane base sheet over the roof board.
6. Furnish and install one (1) ply of CertainTeed Flintlastic GTA APP mineral surfaced modified bitumen membrane over the base sheet, fully heat-fused in place; mineral surface color to be selected.
7. Furnish and install prefinished galvanized steel counter flashing, where needed.
8. Remove all debris resulting from our operation from the premises in a neat, workmanlike manner.

Price: Five Thousand Seven Hundred Dollars.....\$5,700.00

After project has begun, work ordered but not mentioned in this contract shall be performed at the additional cost of \$105.00 per man hour, plus 20% above cost of materials and or equipment.

Terms: 50% down on acceptance of proposal; balance due on completion of work.

Workman's Compensation and Public Liability Insurance are carried for your protection.

Conditions page of this document shall be integrated into this contract.

Accepted: _____

BRIAN ALLENDORFER COMPANY, INC.

www.ballendorfer.com

Date: _____

by: _____

Brian L. Allendorfer Jr.

Illinois State License #104-015740

PLEASE RETURN ONE SIGNED COPY

Roofers Since 1885





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GENERAL CONDITIONS

1. **Nature of Work.** Brian Allendorfer Co., Inc. ("Contractor"), by and through its subsidiaries and affiliates, shall furnish the labor and materials necessary to perform the work described herein or in the referenced contract documents.
2. **Expiration.** The proposal is subject to change unless acceptance is made within 30 days of date hereof.
3. **Structural.** Engineering, consulting or architectural services not included. It is the owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Contractor is not responsible for structural integrity and design, including compliance with codes. If plans, specifications or other design documents have been furnished to Contractor, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Contractor is not responsible for loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Contractor from the contract documents. Customer warrants all structures to be in sound condition capable of withstanding normal roofing construction equipment and operations. Contractor is not responsible for location of roof drains, adequacy of drainage or ponding on the roof.
4. **Asbestos and Toxic Materials.** This proposal and contract is based upon the work to be performed by Contractor not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the roofing work. Contractor is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos containing or toxic material. In the event such materials are encountered, Contractor shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.
5. **Credit.** All orders are subject to approval of Contractor's credit department. Contractor reserves the right to cancel this Contract if such credit review is not satisfactory in Contractor's sole discretion.
6. **Payment.** Customer shall pay 50% deposit prior to start of any work. Customer shall pay the contract price (less deposit) plus any additional charges for changed or extra work no later than ten (10) days after substantial completion of the work. If completion of the work extends beyond one month, Customer shall make monthly progress payments to Contractor by or before the fifth (5th) day of each month for the value of work completed during the preceding month. Final payment shall be made to contractor within ten (10) days after substantial completion of the work. A delay by the manufacturer in the processing and formal issuance of manufacturer's warranty document shall not cause to delay the Customer's payment to the Contractor.
7. **Late Charges.** Payments shall be made as stated and TIME IS OF THE ESSENCE. A service charge of 2% per month (24% annualized) and interest at the rate of 1.5% per month (18% annualized) will be charged from the original due date or completion date, which is earlier, for all amounts not paid within 30 days.
8. **Non-Payment.** If Customer does not make payment, Contractor shall be entitled to recover from Customer all costs of collection incurred by Contractor, including attorney's fees and litigation expenses. Collection matters may be processed through litigation or arbitration at the discretion of the Contractor.
9. **Insurance.** Contractor shall carry worker's compensation, automobile liability, commercial general liability and other such insurance as required by law. Contractor will furnish a Certificate of Insurance, evidencing the types and amounts of its coverage, upon request. Customer shall purchase and maintain builder's risk and property insurance, upon the full value of the entire Project, including the labor, material and equipment furnished by the Contractor, covering fire, extended coverage, windstorm, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted and Contractor's equipment is removed from the premises.
10. **Additional Insured.** Customer and Contractor agree that naming of Customer or other parties as an additional insured, if such coverage is mutually agreed to, is intended to apply to claims made against the additional insured to the extent of the claim is due to the negligence of Contractor and is not intended to make the Contractor's insurer liable for claims that are due to the fault of the additional insured.
11. **Changes in the Work and Extra Work.** Customer shall be entitled to order changes in the work and the total contract price adjusted accordingly. Contractor shall not be required to perform any change for additional work without a written request. In addition if any additional service work is determined to be necessary during the course of repairs, Contractor will notify Customer. This work shall be completed on a time and materials basis as an extra unless specifically included in the Scope of Work section. The hourly billing rate of \$95.00 per man-hour plus a daily \$175.00 truck and equipment fee will be invoiced. Materials will be invoiced at cost plus 20% and travel time will be billed portal to portal.
12. **Back Charges.** No back charges or claims for payment of services rendered or materials and equipment furnished by Customer to Contractor shall be valid unless previously authorized in writing by Contractor and unless written notice is given to Contractor within ten (10) days of the event, act or omission which is the basis of back charge.
13. **Availability of Site.** Contractor shall be provided with direct access to the work site for the passage of truck and materials and direct access to the roof. Contractor shall not be required to begin work until underlying areas are ready and acceptable to receive Contractor's work and sufficient areas of roof deck are available and free from dirt, snow, ice, water or debris to allow continuous full operation until job completion. The expense of snow, ice, water or debris removal and any extra trips by Contractor to the job as a result of the job not being ready for roof application after Contractor has been notified to proceed will be charged as an extra.
14. **Site Conditions.** Contractor shall not be responsible for additional costs due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions that are not disclosed in writing to Contractor. The raising, disconnection or re-connection of any mechanical equipment on the roof that may be necessary to Contractor to perform the roofing work shall be performed by others or treated as an extra.
15. **Working Hours.** This proposal is based upon the performance of all work during Contractor's regular working hours. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours, if required by Customer.
16. **Electrical Conduit.** Contractor's price is based upon there not being electrical conduit or other materials embedded within the roof assembly unless expressly identified on the face of this proposal. Customer will indemnify Contractor from any personal injury, damage, claim, loss or expense resulting from the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Contractor's personnel, and shall compensate Contractor for additional time, labor and expense resulting from the presence of such materials.

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GENERAL CONDITIONS (CONT.)

17. **Interior Protection.** Customer acknowledges that roof replacement or re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior and possibly, if glue, hot asphalt or pitch is used, drippage may occur depending on deck conditions. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Contractor shall not be responsible for disturbance, damage, cleanup, or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas to be re-roofed. Customer agrees to hold Contractor harmless from claims of tenants who were not so notified and did not provide protection.
18. **Fumes and Emissions.** Owner/Customer and Contractor acknowledge that, odors and emissions from roofing products will be released and noise will be generated as part of the roofing operations performed by Contractor. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake units, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer shall hold Contractor harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
19. **Damages and Delays.** Contractor will not be responsible for damage done to Contractor's work by others. Any repairing of the same by Contractor will be charged at regular scheduled rates over and above the amount of this proposal. Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather accidents, fire, vandalism, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor, changes in the work and delays caused by others. In the event of these occurrences, Contractor's time for performance under this proposal shall be extended for a time sufficient to permit completion of the work. This contract assumes that Contractor will be able to complete the project in one continuous phase without work stoppages due to other trades. Stoppages due to other trades or circumstances beyond Contractor's control are subject to down time and re-mobilization charges of up to \$1,500.00 per occurrence. While all precautions will be taken, Contractor shall not be liable for interior water damage, cracked ceilings, roof mounted air conditioners, mechanical equipment, electrical lines or damaged shrubs and flowers. Contractor is not responsible for telecommunication and/or satellite television service and repair costs resulting from normal roofing procedures.
20. **Right to Stop Work.** The failure of Customer to make proper payment to Contractor when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Contractor at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made or terminate this contract. The contract sum to be paid Contractor shall be increased by the amount of Contractor's reasonable costs of shutdown, delay and start-up.
21. **Warranty.** Contractor's work will be warranted by Contractor in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference, or such additional warranty as is referred to in the contract documents. A copy of Contractor's standard warranty (or, if applicable, such additional warranty) is attached or, if not, will be furnished upon request. Contractor SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies Customer's agreement that this warranty shall be and is the exclusive remedy against Contractor, whether in contract, tort or otherwise, for all defects in materials and workmanship furnished by Contractor. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of any defects in the materials furnished pursuant to this contract or any other claim which is includible in the manufacturer's warranty, Customer shall have recourse only against the manufacturer. Customer shall have no right to make a claim under any warranty until such time as it has made full payment to Contractor, including any applicable late charges.
22. **Tolerances.** All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, and size, weight, amount, finish, and texture and performance standards. Specified quantities are intended to represent an average over the entire roof area.
23. **Mold.** Contractor and Customer are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for signs of water intrusion and act promptly; including notice to Contractor if Customer believes there are roof leaks, to correct the condition. Upon receiving notice, Contractor will make repairs promptly so that water entry through the roofing installed by Contractor is not a source of moisture. Contractor is not responsible for indoor air quality, mold, mildew or any alleged injury resulting therefrom. Owner/Customer shall hold harmless and indemnify Contractor from claims due to poor indoor air quality and resulting from a failure by Owner/Customer to maintain the interior of the building in a manner to avoid the growth of mold.
24. **Dispute Resolution.** If a dispute shall arise between Contractor and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute shall be decided by arbitration administered and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Contractor, including a claim alleging any breach of this contract or negligence by Contractor must be initiated no later than two (2) years after Contractor completed roof installation unless such time is extended by applicable warranty. Collection matters, including a mechanic's lien foreclosure, may be processed through litigation or arbitration at the sole discretion of the Contractor.
25. **Permits.** Customer authorizes Contractor to obtain any permits as may be necessary for work to be performed at the purchaser's expense. Contractor maintains all city and state licenses.
26. **Reimbursable Expenses.** Contractor shall be reimbursed at cost plus 15% for any out of pocket expenses incurred. Such expenses include but are not limited to building materials delivery and rubbish removal (dumpster) service fuel surcharges.
27. **Material References.** Contractor is not responsible for the actual verification of technical specifications of product manufacturers; i.e., R-value or ASTM or UL compliance, but rather the materials used are represented as such.
28. **Complete Agreement.** These terms and conditions and the proposal/contract to which they are attached contain the complete agreement of the parties and supersede any other communications, whether written or oral, unless the terms are expressly incorporated in the Proposal or these terms and conditions or separately agreed to in a writing signed by Contractor. No addition to or variation from such terms and conditions shall be binding unless expressly agreed to in writing by Contractor.

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